

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO  
AND THE CHICAGO PARK DISTRICT  
REGARDING 2013 CLASSICS IN THE PARKS PROGRAM

This Agreement is effective as of the 24<sup>th</sup> day of January 2014, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Cultural Affairs and Special Events ("DCASE"), and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

1. In 2013 the Park District planned, operated and supported the Classics in the Parks program ("Program"), which consists of a new series of theater and dance in communities as part of the Night Out in the Parks programming as described in the exhibit attached hereto.
2. DCASE desires to pay \$200,000 from Fund Number 355 to the Park District to reimburse some of the costs the Park District incurred in planning, operating and supporting the Program.
3. The City and the Park District have determined that it is in their best interests, and in the best interests of the citizens of the City, to enter into this Agreement in order to set forth their objectives and respective duties and responsibilities.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

SECTION I

INCORPORATION OF RECITALS AND EXHIBIT

The recitals set forth above and the exhibit attached hereto constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties hereto.

SECTION II

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

DCASE Funds: An amount up to \$200,000 of funds from Fund Number 355 to be paid by DCASE to the Park District in connection with the Program as herein more specifically addressed.

Commissioner: The Commissioner of DCASE.

General Superintendent and CEO: The General Superintendent and CEO of the Park District.

DCASE: The Department of Cultural Affairs and Special Events of the City.

Program: The Classics in the Parks program.

Women's Park and Gardens, The City Gallery at the Historic Water Tower, the Water Works Visitor Information Center, Maxim's: The Nancy Goldberg International Center, and Daley Center Plaza and other venues throughout the City

- Citywide Seasonal or other Public, Cultural memorial and Entertainment Events Entertainment Events around the City's Waterways
- Creative Chicago Expo
- At Work Forums
- Programs, Exhibitions and Seminars supporting Chicago's Creative Industries
- Promotional/Preview events in conjunction with Events listed in this Exhibit A
- Sponsorship and Fundraising Events to benefit the Department of Cultural Affairs and Special Events

### SECTION III

#### RESPONSIBILITIES OF THE PARTIES; PAYMENT

3.1 The City. DCASE will pay the DCASE Funds to the Park District [INSERT PAYMENT DETAILS] pursuant to invoice[s] from the Park District to DCASE.

3.2 The Park District. The Park District has planned, operated and supported the Program as described in the exhibit attached hereto.

### SECTION IV

#### MISCELLANEOUS PROVISIONS

4.1 Term. The term of this Agreement begins effective as of January 1, 2013 and ends December 31, 2014, unless otherwise mutually agreed upon by the parties in writing.

4.2 Relationship. No provision of this Agreement, nor any act of the City or the Park District shall be deemed or construed by any third persons to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Park District.

4.3 Compliance with Laws; Ethics. Each party shall undertake the Program in accordance with all applicable federal, state and local laws. Each party shall comply with its own applicable ethics rules, and when not in conflict, shall comply with the other party's applicable ethics rules.

4.4 Governing Law. Illinois law shall govern this Agreement.

4.5 Termination. Either party may terminate this Agreement for any reason upon seven (7) days' prior written notice to the non-terminating party. All undisbursed DCASE Funds shall be returned to DCASE within 30 days following termination of this Agreement.

4.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and it supersedes all prior oral or written agreements, negotiations and discussions with respect to the matters herein.

4.7 Modifications. This Agreement may only be modified or otherwise altered in writing signed by both parties.

4.8 Notices. All notices hereunder shall be deemed given if delivered: (i) In person; or (ii) on the third day after certified or registered deposit in the U.S. Mail, return receipt requested, postage pre-paid; or (iii) via overnight delivery by a nationally known delivery service with delivery charges pre-paid; or (iv) via same day delivery by a messenger service, with delivery charges pre-paid.

To the City:

City of Chicago  
Department of Cultural Affairs and Special Events  
Attention: Commissioner  
78 East Washington Street  
Chicago, Illinois 60602

(312) 744-8924  
fax: (312) 744-1616

With copies to: City of Chicago  
Department of Law  
Attention: Finance and Economic Development Division  
City Hall, Room 600  
121 N. LaSalle Street  
Chicago, Illinois 60602  
(312) 744-0200  
(312) 744-8538 (Fax)

To the Park District: Chicago Park District  
Attention: General Superintendent  
541 North Fairbanks  
Chicago, Illinois 60611  
(312) 747-2200  
(312) 747-6290 (Fax)

With copies to: Chicago Park District  
Department of Law 541 North  
Fairbanks Chicago, Illinois  
60611  
(312) 747-2631  
(312) 747-2433 (Fax)

4.9 Authority. Execution of this Agreement by the Commissioner of DCASE is authorized by Section 14 of that certain City-Sponsored Special Events During Year 2013 Ordinance enacted by the City Council of the City of Chicago on January 17, 2013 and memorialized at pages 45391 through 45400 of the Journal of Proceedings of the City Council of the City of Chicago of the same date. Pursuant to Section 2 of the foregoing ordinance, DCASE hereby designates the Program as an 'Event' thereunder.

The Park District represents and warrants that the General Superintendent and CEO of the Park District has the power and authority to enter into this Agreement and to perform its obligations hereunder.

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## EXHIBIT

The Chicago Department of Cultural Affairs and Special Events (DCASE) is fully committed to continuing our relationship with Chicago Park District to produce Classics in the Parks.

\$200,000 for 2013 is budgeted in DCASE to provide a new series of theater and dance in communities as part of the Night out in the Parks programming. Specifically, DCASE will look to CPD to recruit theaters and dance companies for the series, coordinate the individual bookings and contracts and directly pay the artist and coordination fees. The Park District will coordinate logistics including park space reservations/coordination, sound technicians and sound equipment. The Park District and Department of Cultural Affairs and Special Events will both market the events via brochures, newspaper ads, and websites.

The 2013 season of Classics in the Parks is featured below.

- |                   |                           |
|-------------------|---------------------------|
| • June, July Aug. | Grant Park Music Festival |
| • July 17th & 18  | The Court Theater         |
| • August          | The Gift Theater          |
| • October         | Joffrey Ballet            |

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation,  
by and through its Department of Cultural Affairs and Special  
Events

By: Michelle T. Boone  
Michelle T. Boone, Commissioner

CHICAGO PARK DISTRICT, an Illinois municipal  
corporation

By: Michael P. Kelly  
Michael P. Kelly, General Superintendent and CEO